

Exhibit 28

Deposition of Ike Lawrence Epstein
(May 26, 2017) (excerpted)

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

CUNG LE; NATHAN QUARRY, JON)
FITCH, on behalf of)
themselves and all others)
similarly situated,)
)
Plaintiffs,)
)
vs.) Case No.
) 2:15-cv-01045-RFB-(PAL)
)
ZUFFA, LLC, d/b/a Ultimate)
Fighting Championship and)
UFC,)
)
Defendant.)
_____)

C O N F I D E N T I A L

VIDEOTAPED DEPOSITION OF

IKE LAWRENCE EPSTEIN

LAS VEGAS, NEVADA

MAY 26, 2017

9:07 a.m.

REPORTED BY:
CYNTHIA K. DuRIVAGE, CSR #451
Job No. 50641

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1	A. I do.	1	White.
2	Q. And it's dated May 29th, 2014.	2	At some point, those guys offered him a
3	Do you see that?	3	fight. I don't offer athletes fights, that's not
4	A. I do.	4	what I do. I will memorialize contracts, I will
5	Q. And did you receive this email from	5	formally do things after things have been offered,
6	Mr. Mersch on or about the time that's indicated	6	and that's what this is all about. But the fights
7	here?	7	are offered by those guys.
8	A. Looks like I did.	8	So my recollection is that they had talked
9	Q. And it refers to Jon Jones. Do you see	9	to him about fighting Gustafsson. Whether he agreed
10	that?	10	to it or not, I don't specifically recall, but at
11	A. I do.	11	some point, they said we need to formally offer him
12	Q. And I showed you a contract earlier in the	12	in writing this fight. And so, that's what we were
13	day.	13	doing, and we talked about what happens if he doesn't
14	That's the same Jon Jones that's referred	14	accept.
15	to in that contract, correct?	15	Q. Well, as indicated in this email, you are
16	A. I don't know if it's the same contract, but	16	recommending that we -- that Zuffa need to send Jones
17	it's definitely the same fighter.	17	a letter formally offering the Gustafsson fight,
18	Q. Same guy?	18	right?
19	A. Same guy.	19	A. I don't know if it's a recommendation.
20	Q. And do you recall what weight he fought at?	20	My recollection is that there were
21	A. He fought at light heavyweight. 205.	21	discussions between the principals about putting this
22	Q. And was he a champion?	22	fight on. There were a lot of different discussions.
23	A. He has been a champion, yes.	23	At some point, somebody called me and said, listen,
24	Q. Did he fight for other promoters?	24	we need to make this formal. So I send the email out
25	A. He may have fought for other promoters	25	saying we need to send him a formal letter formally
	207		209
1	before he came to the UFC, but he hasn't fought for	1	offering the Gustafsson fight, not just informal talk
2	other promoters since he joined us.	2	but a formal letter offering him the fight, giving
3	Q. Now, at the beginning of the email chain,	3	him a specific deadline, either accept it or reject
4	you write:	4	it.
5	"We need to -- we need to send him	5	Q. Now, you assumed he would say no, correct?
6	a letter formally offering the	6	A. I didn't assume anything about it, no.
7	Gustafsson fight and giving him a	7	Q. Well, you write, "When he says no, we need
8	specific deadline to accept or	8	to extend it."
9	reject."	9	A. When or if he says no, we will extend it.
10	Do you see that?	10	Q. Well, you didn't write "if," you wrote
11	A. Yes.	11	"when," right?
12	Q. Why did you offer him the Gustafsson fight?	12	A. Right.
13	A. Why did I offer him?	13	Q. So when you wrote that, you were assuming
14	Q. Yeah.	14	of intending that he would say no?
15	A. I didn't offer him the Gustafsson fight.	15	A. I wasn't --
16	Q. You're suggesting we need to send him a	16	MS. GRIGSBY: Objection, form.
17	letter formally offering the Gustafsson fight, right?	17	THE WITNESS: I was not intending anything.
18	A. Correct. So what happened in this	18	I was simply sending out a letter that would formally
19	situation is that Dana and/or Lorenzo were speaking	19	offer him a fight, give him a deadline, and when, if
20	with the many managers that Jon Jones has, and they	20	that's what he did, didn't accept it, we'd extend
21	may have spoken with Jon directly on those managers.	21	him. If he decided to accept it, we would -- we
22	Jon has got a lawyer named Ofir, he's got a manager	22	would put the fight on.
23	named Blake Harriman, he's got a manager named	23	BY MR. SAVERI:
24	Malki Kawa, and there were a lot of discussions going	24	Q. Okay. Again, you didn't say "if," you said
25	on between all of those parties, Fertitta, and Dana	25	"when," right?

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<p style="text-align: right;">210</p> <p>1 A. I did say when.</p> <p>2 Q. Now, if he did say no, as you indicated,</p> <p>3 you write you need to extend him. What does that</p> <p>4 mean, "we need to extend him"?</p> <p>5 A. We have a provision in the contract that if</p> <p>6 we make a bona fide offer to an athlete to fight and</p> <p>7 he or she refuses, we have the opportunity either to</p> <p>8 count that as a fight that we've delivered to them or</p> <p>9 we can extend the offer for the period of time it</p> <p>10 takes to sort of get another fight made.</p> <p>11 Q. So when you say, "we need to extend him,"</p> <p>12 what you're talking about is a trigger to another</p> <p>13 provision in the fighter contract?</p> <p>14 A. I'm talking about something in the fighter</p> <p>15 contract that if an athlete decides they want to</p> <p>16 reject a fight that we have a choice to either deem a</p> <p>17 fight satisfied or extend the contract for a period</p> <p>18 of time that would be equal to what we've lost in our</p> <p>19 inability to put on this fight we've offered.</p> <p>20 He had just fought Alexander Gustafsson.</p> <p>21 It was a great fight. Everybody wanted to see it</p> <p>22 again, the fans wanted to see it again. We felt it</p> <p>23 was the most marketable event that we could do. And</p> <p>24 so, it was clearly a reasonable event to put on.</p> <p>25 Jon had won the fight, he hadn't lost. It</p>	<p style="text-align: right;">212</p> <p>1 anybody to fight anybody. So if you don't want to</p> <p>2 fight somebody, you don't have to fight them.</p> <p>3 There's nothing we can do to force a fighter to fight</p> <p>4 somebody.</p> <p>5 Q. But you could under this provision prevent</p> <p>6 him from fighting anybody else?</p> <p>7 MS. GRIGSBY: Objection to form.</p> <p>8 THE WITNESS: That's not correct. We could</p> <p>9 offer him another fighter, and you could fight, you</p> <p>10 know, that other fighter.</p> <p>11 We can't prevent him from never fighting</p> <p>12 again.</p> <p>13 BY MR. SAVERI:</p> <p>14 Q. Well, you could -- you could -- you had the</p> <p>15 ability under the contract to make fights for Jones,</p> <p>16 and by triggering this provision, he was not able to</p> <p>17 arrange any other fights, he was limited to the ones</p> <p>18 that Zuffa put in front of him, right?</p> <p>19 A. No.</p> <p>20 MS. GRIGSBY: Objection, form, foundation.</p> <p>21 THE WITNESS: That's false. We offered him</p> <p>22 a fight. If he decided not to take it, we could</p> <p>23 extend the agreement and offer him another fight.</p> <p>24 We can't just, you know, prevent him from</p> <p>25 fighting ever again. If he turns down that fight, we</p>
<p style="text-align: right;">211</p> <p>1 was a win for him, and we wanted to do it again.</p> <p>2 Ultimately, he definitely expressed he</p> <p>3 wasn't excited about it, but ultimately, we entered</p> <p>4 into a new agreement with him that actually paid him</p> <p>5 more money to fight Gustafsson.</p> <p>6 Q. When you were dealing with this particular</p> <p>7 circumstance, you knew, as you just indicated, that</p> <p>8 Jones was resisting the idea to fight Gustafsson</p> <p>9 again, right?</p> <p>10 A. He was.</p> <p>11 Q. And when you said or indicated when he said</p> <p>12 no, along those lines, we need to extend him, that</p> <p>13 meant that you were indicating that, at that point,</p> <p>14 Zuffa would trigger the extension provision in the</p> <p>15 Zuffa contract, right?</p> <p>16 A. If he decided not to accept the fight or we</p> <p>17 didn't negotiate a new deal like we did, we could</p> <p>18 have extended him.</p> <p>19 Q. And at that point, if that provision had</p> <p>20 been triggered, Zuffa would control or continue to</p> <p>21 control who Jones fought?</p> <p>22 MS. GRIGSBY: Objection to form.</p> <p>23 BY MR. SAVERI:</p> <p>24 Q. Right?</p> <p>25 A. One thing that we cannot do is force</p>	<p style="text-align: right;">213</p> <p>1 give him an appropriate period of time to offer him</p> <p>2 another fight.</p> <p>3 BY MR. SAVERI:</p> <p>4 Q. And under the contract, if he didn't accept</p> <p>5 that fight, what was the next step?</p> <p>6 MS. GRIGSBY: Objection, form.</p> <p>7 THE WITNESS: I mean, I guess</p> <p>8 theoretically, if we continue to offer him, we just</p> <p>9 went down the line and offer him every single fighter</p> <p>10 on the roster and he just said no continually, I</p> <p>11 mean, it's never happened before, but I guess at some</p> <p>12 point, you say do you want to retire? Do you want to</p> <p>13 end this relationship? Should we just release you</p> <p>14 because obviously you don't want to fight. I mean,</p> <p>15 it's never happened before.</p> <p>16 My point is we can't put him on the shelf.</p> <p>17 If he doesn't want to fight, we have an appropriate</p> <p>18 period of time to offer him another fight, and that's</p> <p>19 what we've done time and time again. Nobody can tell</p> <p>20 a fighter they have to fight anybody.</p> <p>21 BY MR. SAVERI:</p> <p>22 Q. So how frequently did you extend fighters</p> <p>23 along the lines that you're suggesting here?</p> <p>24 MS. GRIGSBY: Objection, form.</p> <p>25 THE WITNESS: I didn't extend any fighters.</p>

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1	BY MR. SAVERI:	1	Q. And did you receive that email from Jordan Feagan?
2	Q. Okay. How many times did Zuffa extend	2	A. I assume I did. I don't recall it.
3	fighters, as you describe here?	3	Q. On or about that time?
4	MS. GRIGSBY: Objection, foundation.	4	A. I don't recall it.
5	THE WITNESS: I don't know. As I described	5	Q. And at the time, was Mr. Feagan
6	where? I mean, just -- we offered somebody a fight,	6	representing Dan Henderson?
7	they didn't accept it, we offered them another	7	A. I think he's always represented Dan
8	fighter and they accepted it? Or are we talking	8	Henderson, as far as I recall.
9	about the hypothetical I gave you where they just	9	Q. But you were communicating with Mr. Feagan
10	turn down every fight we ever offer them? That's	10	in the context of discussions regarding a fighter
11	never happened.	11	contract with Dan Henderson, correct?
12	BY MR. SAVERI:	12	A. Correct.
13	Q. Do you recall whether at this time Jones	13	Q. And Mr. Feagan writes about a proposal to
14	was a champion?	14	you about the subject of whether the fights under the
15	A. I don't.	15	contract would be fully guaranteed.
16	Q. And so, do you know whether the champion's	16	Do you see that?
17	clause applied to him at this time?	17	A. Yes.
18	MS. GRIGSBY: Objection, foundation.	18	Q. And he writes:
19	THE WITNESS: I don't know whether he was	19	"However, as you'll see, I have
20	champion or not. If it was, it would have. If he	20	offered a solution he has okayed
21	wasn't, it wouldn't have.	21	which I believe protects you if he
22	(Exhibit 17 was marked for	22	unexpectedly and quickly loses his
23	identification by the reporter.)	23	physical skills or is permanently
24	THE WITNESS: Thank you.	24	injured."
25	///	25	
	215		217
1	BY MR. SAVERI:	1	Do you see that?
2	Q. I've handed you what has been marked as	2	A. Yes.
3	Exhibit 17, and it has the Bates Nos. ZUF-00474087	3	Q. Under the standard UFC contract at the
4	through 4096.	4	time, what was the consequence of a fighter become
5	A. Okay.	5	injured?
6	Q. Do you want to review that?	6	A. A fighter becoming injured?
7	(Pause in proceedings.)	7	Q. Yeah.
8	THE WITNESS: Okay.	8	A. And they couldn't fight?
9	BY MR. SAVERI:	9	Q. Yeah.
10	Q. If you look at the document, there's a	10	A. Or just being injured?
11	number of emails between you and Tracy Long and	11	Q. I'm sorry. What?
12	Michael Mersch regarding Dan Henderson.	12	A. I don't understand your question. Just a
13	Do you see that?	13	fighter being injured? I mean, we have an accident
14	A. Yeah.	14	insurance policy that covers our athletes' medical
15	Q. A lot of this has been redacted, but let me	15	bills for injuries sustained in training or in a
16	ask you to look at the page that has the Bates number	16	fight.
17	ending 090.	17	Is that what you're talking about?
18	A. Okay.	18	Q. Well, under the UFC contract at the time,
19	Q. And on that page, there's an email from	19	if Henderson was injured, could Zuffa terminate his
20	Jordan, is it Feagan?	20	contract?
21	A. Feagan.	21	MS. GRIGSBY: Objection to form.
22	Q. Feagan to yourself, dated September 11,	22	THE WITNESS: If he was injured, no. If he
23	2011.	23	was permanently disabled?
24	Do you see that?	24	BY MR. SAVERI:
25	A. Yep.	25	Q. If he was injured and could not fight.